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FILED
YOLO SUPERIOR COURT

NOV 14 2014

By _____ Deputy

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF YOLO
10 UNLIMITED JURISDICTION

11

12 THE REGENTS OF THE UNIVERSITY OF
13 CALIFORNIA,

14 Plaintiff,

15 v.

16 JACK R. SNYDER, DVM, and DOES 1 through
100, inclusive.

17 Defendants.

Case No.: CV14-1055

ANSWER OF DEFENDANT JACK R.
SNYDER, DVM TO COMPLAINT

BY FAX

Complaint Filed: June 20, 2014
Trial Date: None Set

19 Defendant JACK R. SNYDER, DVM, in answer to the Complaint of Plaintiff THE REGENTS
20 OF THE UNIVERSITY OF CALIFORNIA, and asserting his constitutional right against self-
21 incrimination under the Fifth Amendment of the United States Constitution and under the California
22 Constitution, herewith generally denies each and every, all and singular, conjunctively and
23 disjunctively, the allegations of said Complaint pursuant to Code of Civil Procedure section 446(a),
24 and further denies that Plaintiff has been injured and/or damaged in any manner, in any sum or sums,
25 or at all as a result of any act or omission of this answering Defendant.

FIRST AFFIRMATIVE DEFENSE

27 1. The Complaint, and each cause of action contained therein, fails to state facts sufficient
28 to constitute a cause of action.

SECOND AFFIRMATIVE DEFENSE

2. The Complaint, and each cause of action therein, is barred by the statutes of limitations of the State of California, including, but not limited to, Sections 335.1, 337, 338, 339, 340 and 343 of the Code of Civil Procedure.

THIRD AFFIRMATIVE DEFENSE

3. Plaintiff itself was negligent and/or careless in and about the matters alleged in the Complaint, and to the extent said negligence and/or carelessness caused and/or contributed to injuries and/or damages, if any, Plaintiff's recovery should be barred or proportionately reduced.

FOURTH AFFIRMATIVE DEFENSE

4. The damages complained of by Plaintiff, if any there were, were proximately contributed to or caused by the carelessness, negligence, intentional acts, or fault of Plaintiff, or by other as yet unknown persons or entities, and were not caused in any way by Defendant.

FIFTH AFFIRMATIVE DEFENSE

5. Plaintiff failed and neglected to use reasonable care to protect itself and to mitigate and minimize the losses and damages complained of, if any there were.

SIXTH AFFIRMATIVE DEFENSE

6. Defendant is entitled to have any award against him abated, reduced, or eliminated to the extent that the negligence, carelessness or fault of Plaintiff or other persons, corporations, or business entities contributed to Plaintiff's damages, if any.

SEVENTH AFFIRMATIVE DEFENSE

7. Plaintiff and/or other persons or entities and each of them were guilty of negligence, or other acts or omissions in the matters set forth in the Complaint, which proximately caused or contributed to the damages or loss complained of, if any, and that Defendant is liable, if at all, only for the amount of non-economic damages allocated to fault.

EIGHTH AFFIRMATIVE DEFENSE

8. The Complaint, and each cause of action contained therein, is barred by the equitable Doctrine of Laches.

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NINTH AFFIRMATIVE DEFENSE

2 9. The Complaint, and each cause of action contained therein, is barred by the equitable
3 Doctrine of Unclean Hands.

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TENTH AFFIRMATIVE DEFENSE

5 10. The Complaint, and each cause of action contained therein, is barred by the equitable
6 Doctrine of Waiver and Plaintiff is also estopped from maintaining this action.

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ELEVENTH AFFIRMATIVE DEFENSE

8 11. Plaintiff's Complaint, to the extent that it seeks exemplary or punitive damages
9 pursuant to section 3294 of the Civil Code, violates Defendant's right to procedural due process under
10 the Fourteenth Amendment of the United States Constitution, and the Constitution of the State of
11 California, and therefore fails to state a cause of action upon which either punitive or exemplary
12 damages can be awarded.

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TWELFTH AFFIRMATIVE DEFENSE

14 12. Plaintiff's Complaint, to the extent that it seeks punitive or exemplary damages
15 pursuant to section 3294 of the Civil Code, violates Defendant's rights to protection from "excessive
16 fines" as provided in the Eighth Amendment of the United States Constitution and Article I, Section
17 17, of the Constitution of the State of California, and violates Defendant's rights to substantive due
18 process as provided in the Fifth and Fourteenth Amendments of the United States Constitution and the
19 Constitution of the State of California, and therefore fails to state a cause of action supporting the
20 punitive or exemplary damages claimed.

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THIRTEENTH AFFIRMATIVE DEFENSE

22 13. Plaintiff's Complaint, and each cause of action therein, is barred by reason of Article VI
23 of the United States Constitution.

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FOURTEENTH AFFIRMATIVE DEFENSE

25 14. Defendant rendered to Plaintiff true and correct reports and accounts, and at no time did
26 Plaintiff object to said reports and accounts.

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FIFTEENTH AFFIRMATIVE DEFENSE

2 15. Plaintiff's Complaint, and each cause of action therein, is barred on the grounds that
3 Plaintiff consented to the acts of Defendant alleged in Plaintiff's Complaint.

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SIXTEENTH AFFIRMATIVE DEFENSE

5 16. Plaintiff's Complaint is barred in whole or in part by the Statute of Frauds.

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SEVENTEENTH AFFIRMATIVE DEFENSE

7 17. Plaintiff failed to perform certain conditions precedent to the duty of Defendant. These
8 conditions precedent were imposed upon the Plaintiff by the contract alleged by Plaintiff. The non-
9 performance of said conditions excused obligations of Defendant under the contract alleged by
10 Plaintiff and has given the Defendant the right of disaffirmance, rescission and release; Plaintiff is
11 therefore barred from recovery herein.

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EIGHTEENTH AFFIRMATIVE DEFENSE

13 18. Any alleged representations by Defendant which formed the basis of Plaintiff's
14 Complaint herein, were true and honest at the time made. Said representations were made, if any there
15 were, without knowledge of any falsity, and were not made with the intent to deceive the Plaintiff;
16 Plaintiff is therefore barred from recovery herein.

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NINETEENTH AFFIRMATIVE DEFENSE

18 19. Plaintiff cannot assert any of the contractual claims contained in its Complaint because
19 Plaintiff itself materially breached said contracts.

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TWENTIETH AFFIRMATIVE DEFENSE

21 20. There was a failure of consideration for the alleged agreements Plaintiff seek to enforce,
22 caused by Plaintiff, and that said failure of consideration bars Plaintiff's rights to relief.

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TWENTY-FIRST AFFIRMATIVE DEFENSE

24 21. Enforcement of the agreement alleged in Plaintiff's Complaint would work a forfeiture,
25 and that the alleged agreement should not therefore be enforced in equity.

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TWENTY-SECOND AFFIRMATIVE DEFENSE

27 22. Plaintiff failed to perform pursuant to the terms and conditions of the contract alleged in
28 its Complaint, thereby depriving Defendant of the benefit of his bargain.

TWENTY-THIRD AFFIRMATIVE DEFENSE

23. Defendant's conduct was not the cause in fact or the proximate cause of any of the losses alleged by Plaintiff.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

24. At all times and places mentioned in the Complaint herein, Plaintiff by its past conduct, past declarations, and past deeds, acted with the intent to deliberately lead the Defendant into a position of helplessness. To permit Plaintiff to prevail would work as injustice and therefore Defendant should be protected in equity by a decree that Plaintiff has waived its rights, if any. The conduct of Plaintiff acts to bar by estoppel its right to complain.

PRAYER FOR RELIEF

WHEREFORE, Defendant prays for judgment from this Court as follows:

1. Plaintiff take nothing by this action;
 2. That the Complaint be dismissed with prejudice and that judgment be entered against Plaintiff and in favor of Defendant on each cause of action;
 3. That Defendant be awarded his costs of suit incurred herein to the extent permitted under applicable law; and
 4. Such other and further relief as the Court deems appropriate and proper.

DATED: November 13, 2014

MURPHY, PEARSON, BRADLEY & FEENEY

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James A. Lassart
Adrian G. Driscoll
Attorneys for Defendant
JACK R. SNYDER, DVM

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CERTIFICATE OF SERVICE

I, Michelle S. Yee, declare:

I am a citizen of the United States, am over the age of eighteen years, and am not a party to or interested in the within entitled cause. My business address is 88 Kearny Street, 10th Floor, San Francisco, California 94108-5530.

On November 13, 2014, I served the following document(s) on the parties in the within action:

ANSWER OF DEFENDANT JACK R. SNYDER, DVM TO COMPLAINT

BY MAIL: I am familiar with the business practice for collection and processing of mail. The above-described document(s) will be enclosed in a sealed envelope, with first class postage thereon fully prepaid, and deposited with the United States Postal Service at San Francisco, California on this date, addressed as follows:

R. Parker White
POSWALL, WHITE & CUTLER
1001 G Street, Suite 301
Sacramento, CA 95814
Tel: (916) 449-1300

X Charles F. Robinson, Esq.
Karen J. Petrulakis, Esq.
Margaret L. Wu, Esq.
Michael R. Goldstein, Esq.
THE REGENTS OF THE UNIVERSITY
Office of the General Counsel
1111 Franklin Street, 8th Floor
Oakland, CA 94607-5200
Tel: (510) 987-9800
Fax: (510) 987-9757

BY HAND: The above-described document(s) will be placed in a sealed envelope which will be hand-delivered on this same date by _____, addressed as follows:

VIA FACSIMILE: The above-described document(s) was transmitted via facsimile from the fax number shown on the attached facsimile report, at the time shown on the attached facsimile report, and the attached facsimile report reported no error in transmission and was properly issued from the transmitting facsimile machine, and a copy of same was mailed, on this same date to the following:

VIA OVERNIGHT SERVICE: The above-described document(s) will be delivered by overnight service, to the following:

VIA FILE & SERVE: By causing a true and correct copy thereof to be served through File & ServeXpress addressed to all parties appearing on the File & ServeXpress Serve electronic service list.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 a true and correct statement and that this Certificate was executed on November 13, 2014.

3 By Michelle S. Yee
4 Michelle S. Yee

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